In all the cases above cited and in the principal case the doctrine of estoppel is invoked when not necessary to the decision. The use of estoppel in these cases savors of a "legal short-cut."

RAILROADS—MORTGAGES—ROLLING STOCK.—BOOTH ET AL. V. CENTRAL SAVINGS BANK, 146 PAC. (COLO.) 240.—Plantiff was mortgagee for the bondholders of a railroad. The mortgage specifically named the rolling stock of the road. It was not recorded according to the law governing chattel mortgages but was recorded in accordance with the real estate mortgage law. *Held,* that the mortgage is binding on the rolling stock as against the lien of judgment creditors because the rolling stock is a fixture, a permanent accession, and therefore realty.

The federal courts and a few of the states are in harmony with the principal case. They go on the theory that without the cars the road would be useless, inoperative and valueless and so they become fixtures when they are incorporated as a part of the railroad system. *Milwaukee & M. R. Co. v. Milwaukee etc., R. Co.,* 2 Wall. 609; *Farmer's Loan & Trust Co. v. Saint Joseph etc., R. Co.,* 3 Dill. 412; *Morrill v. Noyes,* 56 Me. 458. But rolling stock does not become a fixture so as to subordinate the vendor's lien to a mortgage covering after-acquired property because it is capable of separable ownership, not being actually attached to the land like the rails. *U. S. v. New Orleans, etc., R. Co.,* 12 Wall. 362. In most of the state courts, on the other hand, it has been held that a mortgage of the real estate of a railroad company does not include the cars. *Randall v. Elwell,* 52 N. Y. 521; *Boston etc., R. Co. v. Gilmore,* 37 N. H. 410; *Williamson v. N. J. So. R. Co.,* 29 N. J. Eq. 311; *Beardsley v. Ontario Bank,* 31 Barb. (N. Y.) 619. A levy on the cars of a railroad company was held good in *Midland R. Co. v. Stevenson,* 130 Ind. 97. The principal case is in accord with the holdings in the federal courts but is contrary to the rule adopted in a majority of the states.

STATUTE OF FRAUDS—CONTRACTS NOT TO BE PERFORMED WITHIN A YEAR—CONTRACT TO REAR AND MAINTAIN A CHILD.—MYERS V. SALTRY, 173 S. W. (KY.) 1138.—*Held,* an oral contract binding one to rear and maintain another's child until the child's maturity is not within the statute of frauds requiring contracts to be in writing which are not to be performed in a year from the making thereof, for the child may die within the year and thereby terminate the contract.

It is well settled that an agreement is not within the statute merely because performance may extend over more than a year. *Warner v. Texas & Pacific R. R.,* 164 U. S. 418; *Clark v. Pendleton,* 20 Conn. 495; *Carnig v. Carr,* 167 Mass. 544. Promises which by their terms extend during the life of the promisor or promisee are not within the statute. *Boggs v. Laundry Co.,* 86 Mo. App. 616; *McCabe v. Green,* 45 N. J. L. 723. Likewise, contracts which are to be performed at the death of a person are not within the statute. *Kent v. Kent,* 62 N. Y. 560; *Hayes v. Jackson,* 154 Mass. 451. Where only one of the parties

is to perform his part within one year some cases hold that the contract is not within the statute. *Fernald v. Gilman,* 123 Fed. 797; *Bliss v. Jenkins,* 129 Mo. 647; *Bennett v. Mahler,* 90 App. Div. (N. Y.) 22. *Contra, Kelley v. Thompson,* 175 Mass. 427; *Deetrich v. Hoefelmeir,* 128 Mich. 145; *Parks v. Francis,* 50 Vt. 626. An agreement to support a minor until he arrives at maturity has been held not to be within the statute. *Wooldridge v. Stern,* 42 Fed. 311; *White v. Murtland,* 71 Ill. 250; *McKinney v. McClosky,* 76 N. Y. 594; *Taylor v. Deseve,* 81 Tex. 264. If such a contract is not within the statute, it seems that no personal contract ought to be. Contra, *Goodrich v. Johnson,* 66 Ind. 258. But still the courts agree that a contract of personal services for a definite period for more than one year is within the statute, though it is submitted that the same reasoning applies here that does in the previous group of cases. *Hill v. Hooper,* 1 Gray 131; *Squire, v. Whipple,* 1 Vt. 69; *Wahl v. Barnum,* 116 N. Y. 87. But see *contra, Shropshire v. Adams,* 40 Tex. Cir. App. 339; *Wynn v. Folowell,* 98 Mo. App. 463. It would seem that on principle the decision in the principal case is questionable but the weight of authority seems to support it.